## By Authority.

Chamberlain's Notice.

served as a Public Holiday.

By order of the Chamberlain. H. A. NEILSON, Secretary. Haliimaile, Feb. 1, 1856.

The painful tidings of the death of Archiheat through all conducting substances.

The painful tidings of the death of Archiheat through all conducting substances.

The criminal trial of the London Bankers, Sir John
Dean Paul, Strahan and Bates-ended in their being the partial of their being the partial of the partial of the partial of their being the partial of the partial o BALD BARCLAY, Esq., the King's Commisult., by the last mail.

ment of George Trait Allan, Esq., as His and the cause of commercial rectifude is strengthened way-side, nor in out-of-the-way places. Ruild a house Majesty's Vice-Consul for the City of Ore- by a great example. Speaking of transportation, it is where they shall be fed, and tenderly soothed in their gon, and other ports on the Columbia River; however more easily said than done. Where are we to days of suffering; let that house be strong and lasting, find a place of banishment? 'Say where in what deso- then my memory will be blessed by many a poor one of Consul for Olympia and the ports of Puget's Sound it pleased the Precident of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United Would your group of islands like a few hundreds of the United States and the precident of the United States and Sound, it pleased the President of the United States to grant Erequebres to both those generations and such a time and such a States to grant Exequaturs to both those gen- terms, and warrant them all regularly convicted before tlemen on the 24th November, 1855.

### THE POLYNESIAN.

SATURDAY, FEBRUARY 2, 1856.

According to the form of speech long ago monopolized by the publishing houses in their adlast. When our readers have learned that it is pose and kindliness of tone. That gentleman's and playful, gives promise of many a pleasant dethe Power from whom he received his talent, add paper of chit-chat to an end, and sign myself, to his lucubrations a mellowness which is by no means their least charm.

The prefatory article is neatly written, and sug- To the Editor of the Polynesian : make on what appears in the Magazine, we shall that statute. the hint that it might perhaps be better to leave up immediately and the destruction to property arrestonly a few pages. In the second, readers are apt about \$2 per annum. to tire of a writer who meets them too frequently, the rest of his family or looks unworthy to claim a one will presume to say the law ought to encourage. common parentage with them. We would say, let A proper regard for the rights of the unoffending

which it appears. It certainly takes pre-eminence the statute?

speare's version of him, never to rise again.

## Correspondence

[FROM OUR OWN CORRESPONDENT.]

DEAR EDITOR,-

Up to the present moment England stands where in fact, by the courts. it did, and may be considered to do so till you receive I take it however, that the framers of the act did not their purchase from the agent of the bankrupts, and best adapted to the circumstances of this

consider with Britons, and the hotels and restaurants reap golden harvests. We heard the other day of a lady who was charged one harvests of this country have the right to construct soft the r

land, when they recollect the influx of precious metals we have had for the last few years—first from California, and afterwards more abundantly from our own Australian colonies. But in truth, with Europe, the supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all; and a triffing supply to one country is a supply to all the supply to one country is a supply to one country is a supply to all the supplementation of the blands. The subscription list was filling the supply to one country is a supply to the celebration of the disposation of the land of defendant, the supplies two institute the suit of the plaintiff, and that the plaintiff, and that the plaintiff, and that the subscription of the lands are supplied to the supplies that of the disposation of the lands. The subscription is that of the plaintiff, and that the subscription of the lands are supplied to t SATURDAY next, the 9th of February, difference in price of any article causes it to flow immediately to the locality where it is most scarce. The locality where it is most scarce. The locality where it is most scarce on both sides had closed and here as to the amount of damages to be allowed in their libel. We have no statutory provision prideas though they were about to celebrate to here as to the amount of damages to be allowed in their libel. We have no statutory provision prideas though they were about to celebrate to here as to the amount of damages to be allowed in their libel. We have no statutory provision prideas though they were about to celebrate to here as to the amount of damages to be allowed in their libel. We have no statutory provision prideas though they were about to celebrate to here as to the amount of damages to be allowed in their libel. We have no statutory provision prideas though they were about to celebrate to here as to the amount of damages to be allowed in the plaintiff's counsel was engaged in sum-

sioner in London, were received on the 29th found guilty, in spite of the sophistical tactics of their have given to make a monument for me in building It., by the last mail.

The King having authorized the appoint
The King havi

The death of Sir William Molesworth, our Secretary for the colonies, is a great misfortune to the Government and his place has not yet been supplied. He was in earnest about the improvement of the English dependencies, and was ardent in the scheme of self-government. Being well known as a liberal in principle, although a man of large wealth, and of literary attainments, he was trusted and looked up to, and was a hard

Talking of literature, this is not a brilliant epoch with us. Poets, we may almost say, we have none. Tennyvertisements, "a great desideratum" has lately son's poem of Maud was interesting, but crude and unbeen supplied to this community. It comes in the clear as to its aim and end. Macauley has two more shape of the Sandwich Islands' Monthly Magazine, the most striking brochure. Dr. Whewell wrote a book to dence that in the spring of the year 1854, a settle- ed or not, the Marshal ought to have executed the portion of the French park of artillery, causing Comments Asset to be a settle- ed or not, the Marshal ought to have executed the portion of the French park of artillery, causing Comments Asset to be a settle- ed or not, the Marshal ought to have executed the portion of the French park of artillery, causing Comments and Asset to be a settle- ed or not, the Marshal ought to have executed the portion of the French park of artillery, causing the comments and the comments are not as the comments and the comments are not as the comments and the comments are not as the first number of which appeared on Saturday discourage the idea of other stars and systems being in-ment of accounts took place between the plaintiff habited similarly to the earth, to which Sir David last. When our readers have learned that it is Brewster wrote an angry book in reply, seeming to take onducted by Mr. Abraham Fornance, they will up the matter as a personal afficient. Then came replies, they will up the matter as a personal afficient. Then came replies, they will up the matter as a personal afficient. Then came replies, they will up the matter as a personal afficient to the former upwards of \$1500. need no farther guarantee of its honesty of pur- reviews, rejoinders, and as lately as last week a new letter on the subject from Whewell appeared in a Lon-

long established reputation as a writer whose style To-day is the great civic inauguration of the new is marked by a happy combination of the scholastic Lord Mayor, on which annual occasion there is a timehonored procession of coaches, flags, music, men in armour, great functionaries, pickpockets, and other sultory page of "monthly chit-chat," such as those delights through the streets of London. But, for the contained in the number before us. Nor can we first time, the Lord Mayor is a Jew- a triumph to that was declined by plaintiff who said he meant to

FLEET STREET.

gests the large amount of good which a periodical | Siz-In connection with the article relating to our conducted on the principles therein laid down may estray statute which you were kind enough to insert in the last number of the Polynesian, permit me to add a do. We beg it to be understood that in any re few words in regard to the construction that ought, marks we may from time to time find occasion to legally, to be put upon the wording of some parts of case and argued by the counsel in the course of

then the owner shall pay the "hoolimalima ku pono" suggestions of our own, we cannot help offering vated ground it is very proper that it should be taken

the articles altogether undesignated. In the first I would ask, what is the rampant hurry that a dozen same initials recurring frequently in the space of day or night, all weathers and on Sunday besides, to and Sea; that it was not necessary that the account plies furnished to the "Delta," by A. J. Cart-

be offering a premium to idleness and worse, which no

the articles go before the world as common stock; owner of the estray should not be overlooked. He should not be subjected to all sorts of questionable the authors of those approved by the public will expenses, to say the least of it, when he could have law, and sufficient to support the defendant's conalways be in time to step in and claim the honor due avoided them, simply by having notice given him tract before the animal was taken up. The law issilent The jury returned a verdict in favor of the plain- of his motion the first section of the " Act to preas to whether notice shall be given before or after tiff for \$1080, including interest. If for instance G .- whoever that gentleman may the animal is taken up. It simply says notice shall be be—were to satisfy the community by declaring his fancy it is not a much greater hardship to give notice name or letting it escape, it would only be to do before apprehending the animal than after. I would himself justice. His article on The Polynesian now ask any man of common sense, knowing the coun-Race, and the Lost Islands of the Pacific, is worthy try we lies in, whether any other construction than the of any publication and an honor to the one in one contended for, ought conscienciously to be given to

of every thing that is given to the world in the Now a word in regard to "damages." In the 5th section it provides that due notice shall be given &c., For that very reason, then, the writer might be and damages demanded before impounding. What unwilling to risk any paper, known to be his, "damages"? The real or anywhere near the real which stood a chance of not equalling in merit his damages, or shall it be whatever the aggrieved party which stood a chance of not equalling in merit his first contribution. People cannot, it is true, be always equally successful, but there is little larm done in robbing failure of its sting. Milton wrote his Paradise Regional, and the same rep that gave his Paradise Regional, and the same rep that gave his paradise Regional, and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same rep that gave his paradise Regional and the same repeat case.

William Fell et als. vs. W. S. Parke. This is a may assess? Suppose the trespass be upon uncultivated to in the present case.

It will be seen by reference to the latter part of the recover damages for the alleged illegal conversion of the ship "Nila," claimed by the plaintiffs that decision that the opinion of the court was sion of the ship "Nila," claimed by the plaintiffs that decision that the opinion of the present case. his Paradise Regained; and the same pen that gave to the world of letters Pelham and Rienzi, inflicted upon it the Corporal in Eugene Aram, and what is worse, his cat. But authors who have made their property who have made the property who have made their property who have made their property who have made their property who have made the property who have made their property who have made worse, his cat. But authors who have made their worse, and the cat. But authors who have made their worse, his cat. But authors who have made their worse, his cat. But authors who have made their worse, and the cat. But authors who have made their worse, his cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors who have made their worse, and the cat. But authors were all worse, and the cat. But authors were all worse, and the cat. But authors were all worse who have a supplier who have a supplier worse, and the cat. But authors were all worse who have a supplier who have a supplin mark, remain authors still, if they do sometimes a bullock would cat itself up every year.) the de- suit, at the last July Term. descend below their standard. With tyros it is mand would be between 400 and 500 times the amount somewhat different: like young birds trying their of damages. Again suppose my horse breaks his halter timony of certain witnesses residing in California, wings, a very slight depression of their altitude (the statute regards him then as an estray) and does brings them to the ground, whence they generally damage to the amount of \$1 in a neighbor's yardfind themselves doomed, like Lucifer in Shak- the horse is seized by the aggrieved party-I offer to pay \$5. He claims \$50 or if you please \$100, and Civilization a Thought, is, we hope, only the if the demand is not complied with, into the pound my Civilization a Thought, is, we hope, only the foregunder of more to succeed. It is quiet and steel goes. I cannot get the horse unless the demand the foregunder of suits which have arisen out of the children of suits which the ship. Nile was seized, on the ground that it was not issued according to the Canrobert's mission to Stockholm is to demand the philosophical. We need hardly add that our feli-expense, time, trouble, worry loss of the use of the animal bankruptcy of Swan and Clifford, of Honolulu. form prescribed for courts of law by our statutes. hand in marriage of a daughter of the King of citations are offered to the country at large upon the &c. &c., before I can recover the horse even if no dama- The plaintiffs, as Assignees in bankruptcy, claimed appearance of a Magazine, which redeems us to so ges should be awarded the aggrieved party in the end, to recover from the defendants the sum of \$1659, objection, on the ground that the process was is heir to the French Imperial throne. large an extent from the imputation which has I would ask any sane man if the demand above cited 06, for goods sold to them by the agent of Swan & sued in accordance with the practice of Courts of hitherto too justly attached to us, of being the could be considered as a demand for damages upon Clifford, on the morning of the 7th April last, on Admirality, said, in speaking of the statute there community of all others most indifferent to the which a tender could be offered? There can be but one the afternoon of which day the petition was filed, cited by respondents' counsel, "The cases therein name for such a demand, and that is extertion—and as before the acting Chief Justice, to declare Swan & referred to have no relation whatever to the Court that an Anglo-French Company will positively be such, I claim the courts should treat it. If the contrary of the above is true, then the aggrieved party has the right in law to assess unreasonable damages and as the owner can have no voice in the matter. Such is the daily conduct of thousands in this kingdon and I at the 7th of April, Swan & Clifford owed the dedoubt if a statute giving any person such power over another in express words, should be deemed a statute, ers' times antecedent to that date.

further notice; but with a horizon so lowering, and exactly intend to give quite so much latitude, yet so it against the amount due to them by the latter; but whilst almost every wind comes laden with the melan- is in its daily practice. Section 7th states, blindly that the plaintiffs undertook to show that defendants choly note of war, we perceive plainly that the waves a disinterested third party shall assess the damages to took delivery of the goods on the 7th April with

reason for its popularity was that it did it did not affect sak, what harm is there in the words reasonable being the popularity was that it did it did not affect sak, what harm is there in the words reasonable being the popularity was that it did it did not affect sak, what harm is there in the words reasonable being the popularity was that it did it did not affect sak, what harm is there in the words reasonable being the popularity was that it did it did not affect sake will never be less their pockets given. In fact the great was that it did it did not affect sake will never be less their pockets given. their pockets either. In fact the great burthen of the implied anywhere and at all stages of the preceedings, war is thrown on the income-tax paying part of the so long as the meaning of the sentence is not perverted community, and that impost already reaches six per cent, and will in all prebability soon be again increased.

Nevertheless our trade has been but little affected hitherto, and we are thankful in having had a fair average were but inserted before the word "damages" in the for cause shown on motion of plaintiffs' counsel, harvest; but war is war, and will try all classes; pro-visions are already dear—a circumstance that adds to the dear a circumstance that adds to the gloom of our approaching winter.

The Anglo-French intimacy (one fruit of the war) tive business under his interpretation of this law. Incentional and the Gallic Capital is deed the statute would then become a tolerably fair

ding their blood in the Crimes, their allies are bleeding to the following effect: \* Since in laws all cases cannot be foresen or expressed, it is necessary that when the general decrees of the law come to be applied to Mr. Marsh, for the Defendant. perial throne. We sincerely nope this may be so. Well informed persons, however, speak of the Empress' health as everythig but satisfactory.

The effect of the war on the English money market.

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The effect of the war of the Eng

its power. From Paris some of it probably finds its "Kia hoomanao") to his memory. I am unaware of way to Amsterdam, and thence perhaps, to Petersburg the amount of the funds subscribed—but of that I sup-—thus furnishing the sinews of war to our enemies. So pose you and your brother Editor are better informed that England becomes simply a place of transit for the than many of us residing here. Of one thing I have a that England becomes simply a place of transit for the same laws which regulate gold, and money follows the same laws which regulate caloric and cause it to bring about an equalization of Father of his people could address us from his tomb, his language to the subscribers would be in some such Banco.

counsel, among whom was Sir Frederick Thesiger. a useless column-but dedicate it to some such purpose and the cause of commercial rectitude is strengthened way-side, nor in out-of-the-way places. Build a house 1852. The warrant to arrest was annexed to the usage, but whether they did so or not, makes no

cessary, what nobler monument could be erected to his return.

SUPREME COURT-January Term. Associate Justices Robertson and Ir, on the

Henry Macfarlane vs. William Sumner. This was an action of Assumpsit brought by

plaintiff to recover from defendant the sum of \$954, upon the promise of the defendant to answer columes of English history in the press, which will be for the debt of Henry Sea. It appeared in evi-Shortly after this, plaintiff having threatened to quired only that it be filed with the Court. commence proceedings at law against Sca, for the recovery of the above amount, the defendant who is the brother-in-law of Sea, called upon the plain- claim was a small one. tiff and offered to give him \$1000 by way of comto pay the whole debt if plaintiff would forbear from suing Sea and give the defendant a reasonable time. Plaintiff's witnesses also testified that, in pursuance of this agreement, defendant had made two several payments of \$400 and \$200, on account of the amount due from Sea to the plaintiff. One witness said the defendant promised to pay by instalments, every week or every fortnight.

Several interesting points were presented by the Sec. 1st defines what an estray is. It also declares ed among other points, that it was incumbent on pretend to no knowledge of the parties to whom that an estray "may be taken up and lodged in the the plaintiff to show that there had been an acthe credit of authorship may be due. The introductory pages are distinguished by the signature of ground, the owner shall pay one dollar for trespass, knowledge of this settlement and the amount ac-He, which we meet with again three times. together with damages. And if on uncuitivated ground knowledged by Sea to be due, must be brought Acting as Chief Justice; home to the defendant, and that the latter must Whilst disclaiming a wish to force into notice any or fair pasturage. Now if the animal be upon culticonsideration, at a specified time.

The court charged the jury, in substance, that by the parties, but if it was proved that there had I contend that the aggrieved party has no right to been a reckoning and a settlement between them, take the animal in the latter case until the "owner, if upon which a specific balance had been ascertained as play-goers do of witnessing the same actor night known" is notified that his creature has strayed. The and acknowledged by Sea to be due from him to thor, and particularly an amateur author, is often to the penses incurred in proportion to the number of this sottlement and of the amount due, to the a little cramped by the consciousness of being secondrels that are willing to swear that they assisted defendant, and that the latter should appear to have obliged to father his bantling whether it resembles in apprehending the animal—this construction would promised to pay a specific amount. That it was profrom suing him, either generally or for a reasonable time, that the consideration was a good one in

Mr. Montgomery, for the Plaintiff. J. Mc. Guire and Wife vs. Samuel Jacobs. This in any of the Courts of Record in this Kingdom, per supposed to be in the Baltic with a cargo of rewas an action brought to recover damages from the such action shall be commenced by petition, which volvers. defendant, for slanderous words alleged to have petition shall be verified by the oath of the plainbeen spoken by him of and concerning Mrs. Mc. Gaire. Damages laid at \$1000. The facts elicted in evidence would not be interresting to the pub-

Mr. Montgomery, for the Plaintiff. Mr. Blair, for the Defendant.

The court granted a commission to take the tes- a particular way, in all cases whatsover.

on motion of plaintiffs' counsel. Mr. Montgomery and Mr. Harris for Plaintiffs.

Mr. Bates, for Defendant.

Clifford bankrupt.

It was admitted by counsel for the plaintiffs that The defendants claimed to offset the amount of

The motion was granted and the jury discharged. The court subsequently set aside the non-suit,

were found trespassing on the land of defendant, Brewer, to institute the suit on behalf of the libel-

Mr. Bates and Mr. Marsh, for the Plaintiff.

action brought by Plaintiff to recover the sum or cost of re-exchange. return, as follows, "that the warrant of srrest Story on Bills of Exchange, Sec. 401.

arrest had not been executed, on the ground that besides the costs. the Bond was not stamped. On the same day Mr. Bates filed a plea of the general issue on behalf of

Counsel for the plaintiff moved the Court " that | It is stated that the allies have determined upon the plaintiff in consequence of the non-execution of fleet to winter in the harbor.

court, which held that whether the bond was stamp- occurred near Inkermann, by the blowing up of a writ, if it appeared to have been issued in a mat- the deaths of thirty of the French troops, incluand Henry Sea, when it appeared that the latter ter of which the court had jurisdiction; that there ding two officers, and one hundred wounded, incluwas indebted to the former upwards of \$1500. was no necessity for attaching the bond to the pro- ding ten officers. On the part of the English Creeker O iver cess, it was not a bond of indemnity to the Mar- there was killed Deputy Assistant Commissary and the balance to be justly due to the plaintiff. shal but to the party defendant, and the statute re- Yellon, and 137 officers and men wounded. The Cahall William

damages without the intervention of a jury, as the of powder, 600,000 cartridges, 300 charged shells Davise James

Plaintiff's counsel then moved that defendant's A telegraphic despatch from Sir E. Lyons an- Evans Jenny P 2 promise for his claims against Sea. This proposal plea be stricken from the file, unless Mr. Bates nounces that on the 5th and 6th inst., a flotilla Emmer Paul 4 could show proper authority to appear for defen- under the command of Captain Osborne, destroyed Fountain Caleb 2 contained in the number before us. Nor can we but acknowledge that a certain quiet under-current down the shew to the smallest limits, though he makes of the whole amount. According to the testimony dant. Mr. Bates having been called upon by the an enormous quantity of grain and forage of this Foster J L 2 of reverence for, and a feeling of responsibility to. a great display in the banquet. But I must draw my of the plaintiff's witnesses, defendant then agreed do so to the satisfaction of the court, and the plea extending two miles along the coast, near Gheiskliwas therefore struck from the file, and plaintiff's man, ready to be conveyed to the army in the Cri- Ga dener J A counsel moved for ju ignent by default, which was mea and the Caucasus.

against the Marshal, which were adjudged at \$111 of the staff and of the imperial convoys, and Hussey Geo B

Mr. Ducorran, for the Plaintiff. Mr. Bates, for the Defendant.

IN ADMIRALTY.

Charles Scudder and Charles W. Scudder, vs.

A. B. Bates Esq , Proctor for Libellants. J. Montgomery Esq., Proctor for Respondent.

The following is the decision of Junga Robertson,

against the respondent, who is master of the American whaleship "Delta," upon a Bill of Exthey must be satisfied from the evidence, that there change for \$1202,49, drawn by the respondent, at had been an account stated between the plaintiff Honolulu, on the 10th day of March 1855, for sup-The Bill of Exchange is drawn upon Mesors. after night. The third objection is, that an au- reason is apparent, for if otherwise, the aggrieved par- the plaintiff, that was sufficient. That it was nec- presented for acceptance and payment, which was form and returned to the libellant's agent here.

vent special pleading," passed in 1848, which

" That in every civil action her after to be tried

The libel in this case is verified by the each of Charles Brewer 2nd, who swears that the facts set

On reference to the case of Thomas Speacer vs. Bailey & Gilbert, (in Admiralty) cited by comsel for the libellants, which was heard by Chief Justice Lee, I find that the respondents' counsel in that tary convention, and its assertion of the adhesion life January 21st, 1856-aged 19 years. Gust. Reiners and J. C. Bullions, Assignees, us. case, made an objection to the process of attach- of Denmark, are without foundation.

In construing the first section of the statute of "Our project," says the report, "consists in a whole, a popular one, although it aross on a question the safety or prospects of the people; but one great extention is plainly wheld be designed on the safety or prospects of the people; but one great extention is plainly wheld be designed on the statute. Otherwise 1848, and when we wish to ascertain the intention tunnel of about 30 kilometres in length, formed

great necessity for gold in France has caused that love for the remembrance of the interest while the plaintin's country to abstract it from London by every means in idea of erecting a monument (translated into native a ming up to the jury, the parties agreed that as the case was of considerable interest to owners of cat- by judicial decision; and I believe that no fixed parations being made to commemorate the decision tle, and depended entirel; upon the construction usage on the subject has as yet been established fall of their nation's great stronghold in the of the statutes, it should be submitted to the de- among our merchants, who, I understand, have set- mea. From the position of the ships referred to

Messrs. Harri sand Kaauwai, for the Defendent. lants, as it is agreed by counsel that ten per cent and the appearance of these representatives of the R. H. Smyth cs. Ann Hegarty. This was an is a fair amount to be claimed and allowed, for the powerful nations is rather warlike.—Alta Cal.

usual process of summons to appear and answer. difference to their right to claim and recover from papers. On the first day of the Term the Marshal made a the drawer, the expense of a re-exchange. (See

the ground that it was a return to a part of the of seven per cent per annum, the legal rate of in-Successor.

If the amount subscribed should be equal to the sum process only, and the Marshal had leave to amend the leave the leave to amend the leave to amend the leave to amend the leave to amend the leave the leave to amend the leave the leave to amend the leave the last when the Bill was protested for non-payment, impatience at the delay it is hard to imagine. Kamehameha III. than the substantial fulfilment of the wish he so long cherished, which was a Hospital for the by the Marshal, stating that the summons to appear had been du y served, but that the warrant to say \$129,24, making in all the sum of \$1478,27, Let judgment be entered accordingly.

the Marshal be amerced in the penalty of his offi- a grand bombardment of the Russian position on cial bond to the extent of the damages sustained by the North side of Sebastopol, in order to enable the

the order for arrest issued against the defendant." Despatches received by the English and French After argument, this motion was granted by the governments announce a serious accident to have French despatch states that three magazines ex- Cannon N L The court also decided to assess the amount of pladed, containing altogether 30,000 kilogramms Dimick Orlanda 2 and other projectiles.

The Invalide Russe announces that the Czar'has Graves Edward The court then proceeded to assess the damages dismissed Prince Menschikeff from his office as chief Hamilton Wm 5 named General Adlerdurg as his successor. The correspondence from the allied camp on the Tcheronya is to the 10th of November, and relates Halde II le solely to the hutting of the armies, the Allies and the Russians being both under cover.

> Paris correspondence says that although winter stops field operations in the Crimea, it is intended | Lewis Charles H 2 | Laboute Louis bombard the northern side of Sebastopol, to Lucas James M2 permit the fleet to enter the harbor.

There are still apprehensions of a Russian at-

Letters state that the town of Marianopol, on Myers Joseph hundred shells were thrown and the town set on flag over the warehouse, when the firing ceased. It was rumored that General Wrangle menaced the arrest the snimal that is creating damage at the rate of should have been drawn up in writing and signed wright, to whom the said Bill of Ezchange was deto be reinforced by 15,000

The Invalide Russs announces that large numbers of the allied forces embarked at Eupatoria on the 14th inst., and sailed westward.

NOTHING NEW FROM KARS.

Trebizondo advices of the 5th say, that during upon which the suit is founded, as set forth in the | the past forthight, no news had reached Erzeroum libel, reserving his right to move the court to dis- from Kars. Omer Pacha's vanguard had reached

. The Soryrna Hospital has been evacuated and The respondent's proctor, did, accordingly, make | converted into barracks for Swiss and German le-

AN AMERICAN CLIPPER SUSPECTED. Admirals Dundas and Penaud, with their flag ships and a part of the fleet, are in the Boy of Kiel. A steamer is detailed to watch for an American clip-

Sweden. RUMORED RESULTS OF CANROBERT'S MISSION-SWEDEN

JOINS THE ALLIES. forth therein are true, to the best of his knowledge have only a Paris rumor-but the rumor is importand belief, despondent's counsel contents that this is ant, and is as follows: That terms of a military not sufficient, and that the construction given to the convention are agreed to; that Sweden will furnish statute, by the full court, in the case of Morgan a contingent, to act with the Allies next spring, if Wiedman Geo W vs. Manuel, (See Polynesian of March 24th 1855.) peace be not previously restored; and that an army of French, English and Swedes will be sent to

> lieved that these two Powers could adopt different lines of policy.

The London Morning Post, however contradicts On Tuesday, the 26th ult., in Honolulu, David Kandelle the Times with regard to the alleged Swedishralliance, and says that the Times' details of a mili-

The learned Chief Justice, while overraling the Sweden for Prince Napoleon, at present the next

Taunci between France and England. A French engineer of repute, M. Favre, announces

of Admirality, whose rules, process and practice immediately organized for the construction of a Jan. 30.—Am. barque Frances Palmer, Paty, 25 days from 5 Defendants' counsel admitted the delivery of the are entirely of another nature." Farther on, he submarine tunnel and railway beneath the bed of the the right in law to assess unreasonable damages and as unreasonable as he pleases, either at \$1 or \$1000. And goods, and that the amount claimed was correct. says, "Our admiralty practice has not been pre- Channel between England and France. For severscribed by our statutes, except to a limited extent al weeks past some able hydrographers and engining very few instances, and, where it is not prescribed our courts are left free to adopt so much of that ed, our courts are left free to adopt so much of that the neighborhood of Boulogne and Calais on the ing and repairing and expected to sail about the end of England, France, the United States and other French side, and of Dover and the South Foreland, maratime countries, as they may think wise, just, on the Fnglish side, and taking soundings, and the practicability of this wondrous scheme is assumed to be beyond doubt.

> on the ground that no evidence had been given to these proceedings, then the other sections must of the Straits. 2. The tunnel will be lined with a ON WEDNESDAY, Feb. 13th 1856, at 12 o'close show that the plaintiffs had ever been appointed to these proceedings, then the other sections must of the Straits. 2. The tunnel will be lined with a proposed to these proceedings, then the other sections must of the Straits. 2. The tunnel will be lined with a proposed to these proceedings, then the other sections must of the Straits. be applied to them also. I have no hesitation in double arch, the first to be of granite and of imanswering the question as to the first section, in permeable cement, the second of thin iron plate, RABLE DWELLING HOUSE situated on Kake pierced in different places in order to discover the Street, formerly belonging to John G. Lewis. St In a recent case, heard by me in Equity, a question of the surveyors that the soundings, which have been made with that the provisions that the soundings, which have been made with the later than the soundings of the surveyors that the soundings of the surveyors the surveyors that the soundings of the surveyors of the surveyors that the soundings of the surveyors of the survey of this statute were applicable to proceedings in great care, show us that we shall meet a rock, and 313 ft deep. Mr. Bates, for the Plainting.
>
> Mr. Bates, for the Plainting.
>
> Of this statute were applicable to proceedings in which will enable us to establish a tunnel of very and 313 ft. deep.
>
> The same sold subject to a mortgage, particular to the proceedings in the proceeding in the proceedings in the proceeding in the proceedi statute was applicable only to proceedings at law; great solidity. The earth itself will form a natu-Daniel Montgomery vs. C. W. Vincent. This and I now feel perfectly justified in declaring that ral vault of freestone, which will tend to prevent

ralty to be tied up and bound by the stringent and four millions. This appears very feasible in the abas everythig but satisfactory.
The effect of the war on the Empress' health has been to raise the rate of discount to a height it has been to raise the rate of discount to a height it has been to raise the rate of discount to a height it has been to raise the rate of discount to a height it has been to raise the rate of discount to a height it has been to raise the rate of discount to a height it has at the rate of discount to a height it has removed in the count of the late Police of Honolulu, Mr. Chamberlain, who gave a man of a very grave and philosophic aspect, who list the enthusiasts, among whom he describes one as "as of its peculiar characteristic of the very of all who understand the equired a notice to be given of his intention to set of the sentence for what it is worth.

It seems a pity that the 6th section should in its out. The section of pushion is small, and we look anxiously for arrivals of gold. I dare say it is a matter of surprise of Blukians to hear that gold in a scarce article in Eng-

BRITISH AND RUSSIAN FRIGATES.—We notice in Russian frigates are lying off Rincon point, in clos

Happily, in this case also there is no contest as to-day. One of the Russian frigates lies direct to the amount of damages to be allowed the libel- under the range of the big guns of the enemi

We are requested to state that Mons. Rochets's benefit, which was to have taken place last night, was postponed till Monday next, on account of the weather. It would have been provoking enough

LETTERS.

L 1st, 1856. Armstrong De Witt Allen Hezekialı Ayes Leonard 3 Augustus George Armstrong Rev. R. Adams James W-Averburg CT 2

Banks Benj II Brown Moses V 2 Brown James W Burnham A Fa Briggs E Barket F. A Bernier Joseph Brown A M Bennett N.T. Boyle J A Brash William Bennett Wm I Coop Henry I

Carson Robt H Coit Henry H Chancerel Victor Croswell Andrew Coffin E R Cushman Daniel Coleman Geo Po Crapo Capt B Cleveland S T Coffin Edwig S Davis Alden B

Droy Henry David Oliver 2 Dale John Evens Moses A Ellis Edwin Eldridge William Fordham W B 4 Farwell J C Flemming F 3

Frouville F de

Ga Haher Sviveste Green F M Griswold James A Hikemott Stephen Hughes J. Herendan Lewis N Hagarty Mrs Hawley Edwin Harvey Prof W B Hazel Charles

Inv William 2 Jones John S. Johnson James 2 Jock Samuel Kenworthy Geo Kiblin Mos P Knight Jemes H King Orson Metcalfe Geo A Mitchell N M Muchall P McClint ck F B Miller Jason B Mendell Alpheus

Meck Capt 4

Nelson Chas

Pendlet a lienty Pease Capt II Packer R M Capt Peabody John Pierson Robert Pierson Julin Proprie's of Theatre Provest Victor Reynolds Educati

Rice William B Sarria Simoon Suphens Robert Stanburgh Isanc Streeter florace To Seiboid Geo 2 Streeter Anson D 2 Shell A W Capt Sackett Elisha B Eawy or Jeremian N Smith John 2 simonds John Sanger isaac Sawyer Mr St John & Brockway Smith Randa

Tassel G Von

Smith A bott C: Sherman Nath'l B Standefer G.M. Thompson John ? Thompson John H Travis J N low mend Chas Tinker Herace H Trend Sain'i

Wheat Joseph Whatford John ? Winchester J E I Watrous E H 2 Westcott Stephe Withington S F Whitney Virgil G Warner I-rael B Yeaton Miss M S H. M. WHITNEY, P. M.

MARRIED. On Monday, Jan. 21, by the Rev J. D. STRONG, S. L. ACTIN, E-q., of Buffalo, New York, to Miss Caroling H., dauge to of the Rev. E. W. Clark, of Honolulu.

In this city Feb. 2, Mn. Jones C. Burrioss, of the firm of a County & Co., aged 28 years. Mr. B. was formerly a reside of Albany, N. Y.-[Sais Francisco and New York paper the district of Kaanapali, in Maui. Mary Ann, daughter of Mr George Hyarr, departed t

Per Frances Palmer, Mr. and Mrs. R. G. Noyes, Mrs. St. G. and child, Mr. Henry C. Shaw, William P. Drow, P. W. But

# MARINE JOURNAL

PORT OF HONOLULU. Arrived.

## AUCTION SALES.

BY M. C. MONSARRAT.

The Lot of Land 74 it. fronting on Kukui Street

Honolulu, Jan. 12th, 1856.

R ARMSTRONG, Pres. Board of Ed. Honolulu, Jan. 30, 1856. REMOVAL.